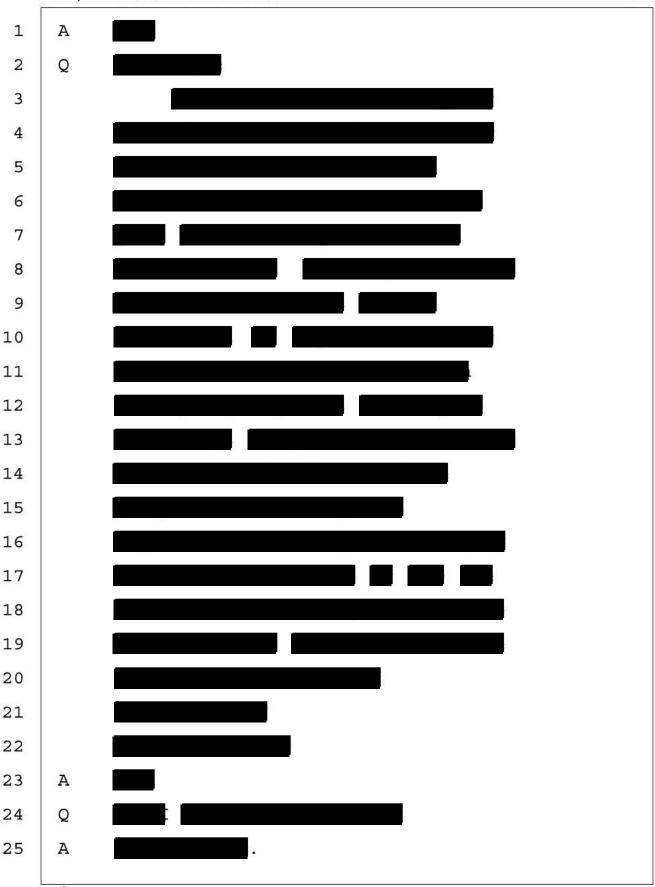


1	Q			
2				
3				
4	MR. MUINO: So that we can orient ourselves as			
5	to what you're referring to, I want to look at the			
6	ALA. I'm going to mark as Exhibit 22 a document			
7	that starts with Bates number Arm_2955.			
8	(Plaintiff's Exhibit 22 was marked			
9	for identification by the deposition officer and is			
10	attached hereto.)			
11	THE WITNESS: How are we doing on time?			
12	THE VIDEOGRAPHER: Twenty minutes.			
13	MR. MUINO: 12:52.			
14	THE WITNESS: Twenty minutes, perfect.			
15	BY MR. MUINO:			
16	Q Mr. Asghar, do you recognize this as the			
17	Nuvia ALA?			
18	A Yes, I believe so based on the details.			
19	Q And in connection with your letter of			
20	February 25th, 2021 to Arm, you or someone on your			
21	team would have looked at the Nuvia ALA; correct?			
22	A I believe so yes.			
23	Q Did you review this document in			
24	preparation for your deposition today?			
25	MR. BRALY: Objection; instruct you not to			



1	answer.			
2	BY MR. MUINO:			
3	Q If you reviewed this document and it			
4	refreshed your recollection as to something, can you			
5	tell me?			
6	MR. BRALY: Objection; asked and answered.			
7	BY MR. MUINO:			
8	Q Have you personally reviewed this ALA			
9	before?			
LO	A I have not.			
L1	Q Is this the first time that you're seeing			
L2	this ALA?			
L3	A I look at the product side of it so I			
L4	might have looked at some financial part of it, but			
L5	not the details of it at all, which is this kind of			
L6	stuff you're putting out there.			
L7	Q Established			
L8				
L9				
20				
21				
22				
23				
24				
25				
	1			







1	Q			
2				
3	MR. BRALY: Objection; calls for a legal			
4	conclusion.			
5	THE WITNESS: , I think these are			
6	things that our legal team has dug into.			
7	BY MR. MUINO:			
8	Q Your understanding is this is the Nuvia			
9	ALA, right, Nuvia is the licensee under this ALA?			
LO	MR. BRALY: Objection; calls for a legal			
L1	conclusion.			
L2	THE WITNESS: I guess so, yes.			
L3	BY MR. MUINO:			
L4	Q Now, as you testified earlier Nuvia gained			
L5	total control of the management of excuse me, let			
L6	me rephrase that.			
L7	Qualcomm gained total control of the			
L8	management of Nuvia when it acquired Nuvia; correct?			
L9	MR. BRALY: Objection.			
20	THE WITNESS: Yes, we acquired the company, so			
21	yes.			
22	BY MR. MUINO:			
23	Q Qualcomm acquired Nuvia in its entirety			
24	through the Nuvia acquisition; correct?			
25	MR. BRALY: Objection.			



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1
          THE WITNESS: That's my understanding.
 2
     BY MR. MUINO:
 3
               So looking at
                                          of the Nuvia
 4
     ALA.
 5
               ; correct?
          MR. BRALY: Objection; calls for a legal
 6
 7
     conclusion.
 8
          THE WITNESS: Yeah, I don't know what that
 9
     means and probably better addressed by legal
10
     experts.
     BY MR. MUINO:
11
12
               Well, it says what an
          0
                                                 means
13
     here. We just read it.
14
          Α
               Uh-huh.
15
               Do you see that there's two parts to this
          0
16
     definition?
               Yes, I see it.
17
          A
               Do you disagree that
18
          0
19
          MR. BRALY: Objection; calls for a legal
20
     conclusion.
21
          THE WITNESS: I don't know.
22
     BY MR. MUINO:
23
24
               You can't answer that question?
          0
25
          A
               I cannot.
```



1	MR. BRALY: Objection.			
2	BY MR. MUINO:			
3	Q Let's go back to your letter, which was			
4	Exhibit 21. That second page, the last paragraph,			
5	the second sentence, you say:			
6	"In this circumstance, we			
7	hearby request, pursuant to			
8	consent to the			
9	assignment."			
10	Do you see that?			
11	A I see it.			
12	Q You're using the word you're			
13	referring to as used in ;			
14	right?			
15	MR. BRALY: Objection.			
16	THE WITNESS: This is drafted by the legal			
17	team, yes, so I can read it.			
18	BY MR. MUINO:			
19	Q Fair enough, but you are the sender of			
20	this letter, Mr. Asghar; right?			
21	A Yes, sent by me.			
22	Q So it's fair to assume you understood what			
23	you were writing here?			
24	A Not all the legal details, of course. I			
25	have a team of legal experts that basically guide us			



1	on that.			
2	Q Were you requesting that Arm provide			
3	consent to the pursuant to ?			
4	A At my high product level, what we were			
5	trying to do is have a smooth acquisition and that			
6	was the intent, but our understanding quite clearly			
7	at this time was the Qualcomm ALA was the paramount			
8	document here.			
9	MR. BRALY: Objection.			
10	BY MR. MUINO:			
11	Q I want to know what you can tell me about			
12	this letter that you sent to Arm. Your letter, your			
13	words say "We hearby request, pursuant to			
14	that Arm consent to the "right?			
15	A I can see that, yes.			
16	Q You understood there had been an			
17	pursuant to 16 and you were asking Arm			
18	to consent to that the t; is that right?			
19	MR. BRALY: Objection.			
20	THE WITNESS: Again, that's a legal definition.			
21	Like I pointed out, our intent with this letter was			
22	to have a smooth acquisition of Nuvia such that I			
23	could continue with my product plans on addressing			
24	Arm's IP deficiencies by creating our own custom			
25	cores.			



1	BY MR. MUINO:			
2	Q Why were you asking for Arm's consent to			
3	this pursuant to			
4	A Same reason that I just mentioned. We			
5	wanted to have a smooth acquisition of Nuvia such			
6	that we could progress to be able to make the best			
7	competitive products.			
8	Q You were asking because you understood			
9	under Qualcomm required Arm's consent			
10	to the ; right?			
11	MR. BRALY: Objection; mischaracterizes			
12	testimony.			
13	THE WITNESS: No. Like I said, the intent here			
14	was to have a smooth acquisition such that we could			
15	move forward quickly to make the best products from			
16	my perspective.			
17	BY MR. MUINO:			
18	Q All right. That didn't answer my			
19	question. Let me ask it once more. You were asking			
20	Arm in this letter to consent to the			
21	under because Qualcomm understood that			
22	it needed Arm's consent; right?			
23	MR. BRALY: Objection; asked and answered,			
24	mischaracterizes testimony.			
25	THE WITNESS: I think I already addressed that			



1	before. We are quite clear in the document, in this			
2	and prior to, that Qualcomm ALA takes precedence,			
3	and this was a way to make sure that essentially we			
4	can close the acquisition quickly.			
5	BY MR. MUINO:			
6	Q Did Arm provide the consent that you were			
7	requesting here?			
8	A I'm not aware.			
9	Q You're not aware whether they did or not?			
0	A Yes, I don't think they did.			
L1	Q You don't think that Arm consented?			
L2	A At least in none of the letters that we			
L3	have gotten from Arm, we have not gotten that.			
L4	MR. MUINO: I'm going to mark as Exhibit 22			
L5	MR. BRALY: Twenty-three. The Nuvia ALA was			
L6	22.			
L7	MR. MUINO: This is Exhibit 23, which is a			
18	document with the Bates number QCARM_339628.			
L9	(Plaintiff's Exhibit 23 was marked			
20	for identification by the deposition officer and is			
21	attached hereto.)			
22	BY MR. MUINO:			
23	Q Mr. Asghar, do you recognize this as a			
24	letter from you to Mr. Williamson dated March 14,			
25	2021?			



1	A Yes.			
2	Q In the second paragraph of this letter you			
3	say:			
4	"We seem to agree that Arm may			
5	not unreasonably withhold consent to			
6	a deemed under			
7	of the Nuvia ALA and TLA."			
8	Is that correct?			
9	A Yes.			
10	Q You understood that Qualcomm's acquisition			
11	of Nuvia was a deemed under			
12	MR. BRALY: Objection.			
13	THE WITNESS: That was not our understanding.			
14	Like I mentioned before, we already have an ALA with			
15	Arm and that's the Qualcomm ALA.			
16	BY MR. MUINO:			
17	Q The letter says "Deemed under			
18	right?			
19	A That's what the letter says, yes.			
20	Q There's a sentence in the middle, the			
21	fourth line down that says:			
22	"Specifically, Arm is			
23	unreasonably conditioning its			
24	consent on an agreement now that			
25	hypothetical future cores/products,			



1	including undefined ' of			
2	such designs, would be covered by			
3	Nuvia terms and conditions			
4	(including royalty rates.")"			
5	Do you see that?			
6	A Yes.			
7	Q What did you mean here by "hypothetical			
8	future cores/products"?			
9	A I don't recall what we wrote there, but			
10	let me read it again. I think it would imply future			
11	products that we would create, future custom cores,			
12	but I'm not sure what we meant at that time.			
13	Q And what did you mean when you refer to			
14	of such designs"?			
15	MR. BRALY: Objection.			
16	THE WITNESS: I'm not sure what that meant.			
17	BY MR. MUINO:			
18	Q At this point in time Qualcomm was still			
19	seeking Arm's consent to the under			
20	is that correct?			
21	MR. BRALY: Objection.			
22	THE WITNESS: It says this it says something			
23	to that effect, but, like I mentioned, the intent			
24	here was we wanted a very smooth acquisition. This			
25	was key for us to make the best products where Arm			



1	had failed, so we were trying to move as quickly as			
2	possible.			
3	BY MR. MUINO:			
4	Q You understood at this point in time,			
5	March 14, 2021, Arm had not provided consent to the			
6	under ; correct?			
7	MR. BRALY: Objection.			
8	THE WITNESS: Based on this letter, that's the			
9	understanding, yes.			
LO	BY MR. MUINO:			
11	Q And Qualcomm was still seeking Arm's			
L2	consent to that under			
L3	correct?			
L4	MR. BRALY: Objection.			
L5	THE WITNESS: For the sole intent of making			
L6	sure that we could have a speedy and smooth			
L7	acquisition, but again, the overarching document was			
L8	the Qualcomm ALA, which is what all the letters			
L9	reference and mention.			
20	BY MR. MUINO:			
21	Q Just to make sure I have the answer to my			
22	question, at this point, March 14, 2021, Qualcomm			
23	was still seeking Arm's consent to the			
24	under the Nuvia ALA; correct?			
25	MR. BRALY: Objection.			



1	THE WITNESS: Based on the text, yes, but like			
2	I mentioned, it was with a partner that we work with			
3	closely and the intent was to be able to have a			
4	really quick acquisition, a smooth acquisition such			
5	that we could resolve our product challenges we had			
6	from Arm's deficiency to deliver.			
7	MR. MUINO: All right. I'll stop there.			
8	THE VIDEOGRAPHER: Off the record at 1:07 p.m.			
9	(A recess was taken from 1:07 p.m. to			
10	2:38 p.m.)			
11	THE VIDEOGRAPHER: On the record at 2:38 p.m.			
12	BY MR. MUINO:			
13	Q Welcome back, Mr. Asghar.			
14	A Thank you.			
15	Q Previously we had there were a couple			
16	of documents that were printed too small, so I'm			
17	going to put those back in now. I'll mark			
18	Exhibit 24 as a document with the Bates label			
19	QCARM_3450805.			
20	(Plaintiff's Exhibit 24 was marked			
21	for identification by the deposition officer and is			
22	attached hereto.)			
23	BY MR. MUINO:			
24	Q Mr. Asghar, this is an e-mail chain from			
25	June and July 2021. The subject is "Nuvia Rates."			



1		Do you see that?
2	A	Yes.
3	Q	Do you recognize this e-mail chain?
4	A	Yes.
5	Q	Let's start with the third e-mail on the
6	first page. It's from RK Chunduru dated June 29,	
7	2021.	
8		Do you see that?
9	A	Yes.
10	Q	He says he's writing to Rajiv Gupta?
11	A	Yes.
12	Q	And Elliot Rose; correct?
13	A	Uh-huh.
14	Q	Who is Mr. Gupta?
15	A	He used to be with Qualcomm, but he's no
16	longer wi	th Qualcomm. He was in the procurement
17	team.	
18	Q	And Mr. Rose, who is Mr. Rose?
19	A	I believe he's in finance.
20	Q	You are on this e-mail as well; correct?
21	A	Uh-huh, yes.
22	Q	Mr. Chunduru says:
23		"It looks like both of you are
24		aligned on the slide below, but can
25		you both meet one more time to make
	l	

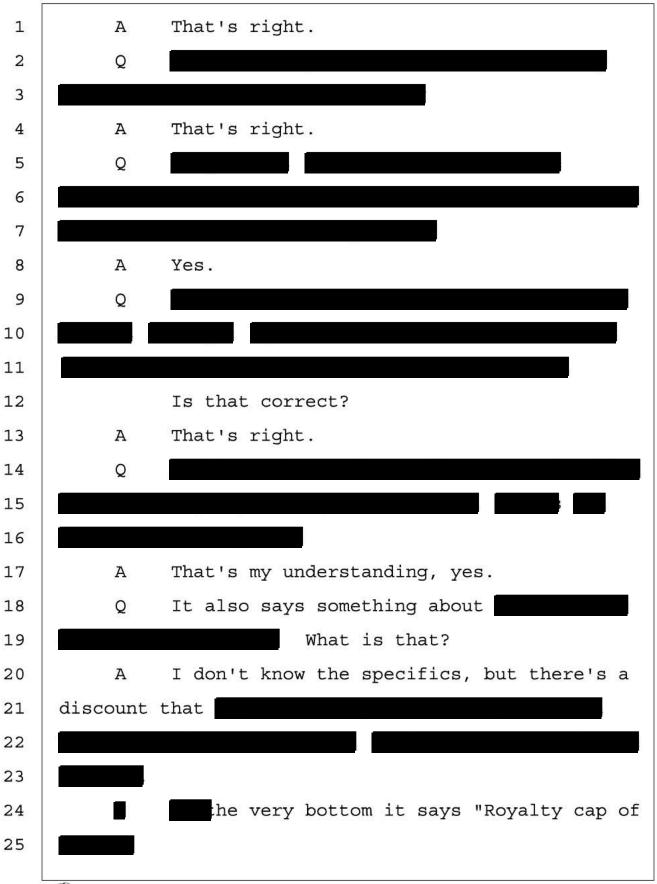


1	sure the slide below is accurate?"
2	Do you see that?
3	A Yes.
4	Q And under that is a screen shot that says,
5	or a slide that says "PC: QCOM vs. NUVIA - CPU
6	Royalties." Do you see that?
7	A Yes.
8	Q Do you understand what information is in
9	that slide?
LO	A It's my understanding that the finance and
L1	procurement team were calculating the delta between
L2	the royalty rates based on Qualcomm and Nuvia ALAs.
L3	Q The chart that's on the left side that has
L4	"QCOM" over the top, are those the royalty rates
L5	under the Qualcomm ALA?
L6	A I believe so.
L7	Q And the chart that's in the middle that
L8	has Nuvia over the top, those are the royalty rates
L9	under the Nuvia ALA?
20	A I believe so, yes.
21	Q The chart on the right side that says
22	"delta," that's the difference between the two?
23	A That's right.
24	Q What was the purpose of preparing this at
25	this time?



1	MR. BRALY: Objection.
2	THE WITNESS: This was really in preparation to
3	the settlement discussions we were having with Arm
4	at that time.
5	BY MR. MUINO:
6	Q There's a reference over each of these
7	charts or tables to "ASP". Is that average sales
8	price?
9	A That's right.
10	Q And what does that signify here?
11	A It signifies the average sales price of
12	our chip is my understanding.
13	Q Of the SOC into which the cores would go?
14	A That's right.
15	Q
16	
17	
18	
19	
20	Do you see that?
21	A Yes.
22	Q And it starts from 4 and goes to 16?
23	A Uh-huh.
24	Q
25	





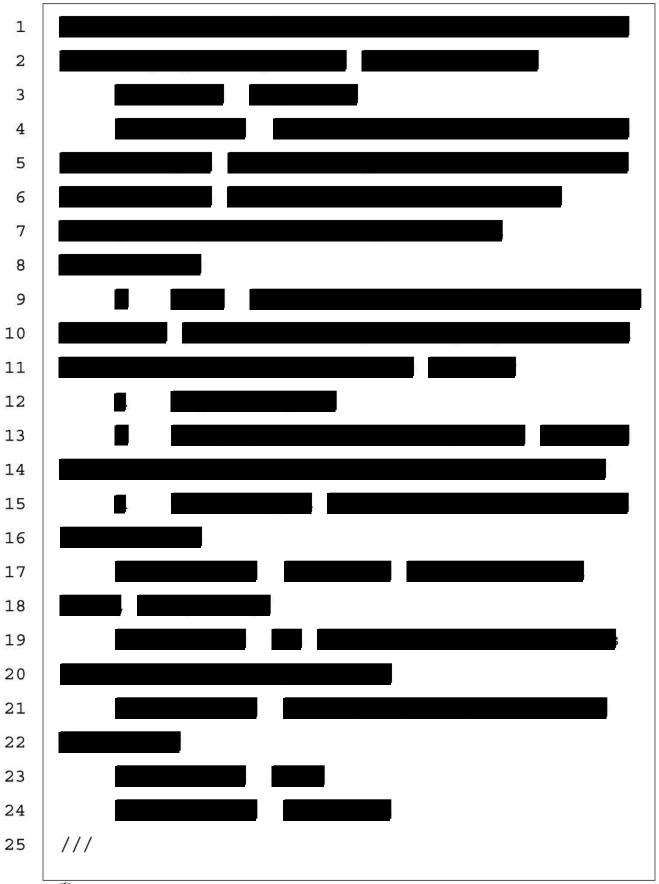


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- 3	
1	document with the Bates number QCARM_3524599.
2	(Plaintiff's Exhibit 25 was marked
3	for identification by the deposition officer and is
4	attached hereto.)
5	BY MR. MUINO:
6	Q Mr. Asghar, do you see these are e-mails
7	between you and Jim Thompson from May 2022?
8	A That's right.
9	Q And you recognize these e-mails?
10	A That's right.
11	Q Let's go to the second e-mail on the first
12	page, which is an e-mail from you to Mr. Thompson
13	dated May 7, 2022.
14	Do you see that?
15	I do.
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	







ZIAD ASGHAR Conf. AEO - 30b6 ARM, LTD. V. QUALCOMM INC. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 A Yes. 16 To your knowledge, are the numbers in that 17 slide accurate? 18 They should be accurate. I think within certain limits, again, based on the date the team 19 put it together. There are assumptions in here, so 20 21 you should be clear the assumptions are on the 22 volume. We may not sell that much, so, of course, 23 all those assumptions change. 24 MR. MUINO: I'm going to mark as Exhibit 26 a

document with the Bates label QCARM 7401383.



25

1		(Plaintiff's Exhibit 26 was marked
2	for ident	ification by the deposition officer and is
3	attached	hereto.)
4	BY MR. MU	INO:
5	Q	Mr. Asghar, do you recognize this as an
6	e-mail fr	om you to Will Abbey and Paul Williamson
7	dated Mar	ch 25th, 2021?
8	A	Yes.
9	Q	Your e-mail starting at the top says:
10		"Thank you for your time
11		yesterday and the opportunity to
12		share again our plans related to
13		Nuvia's engineering work, notably to
14		shift the focus of those engineers
15		from designing data center cores to
16		PC and mobile cores."
17		Do you see that?
18	A	Yes.
19	Q	Prior to the Nuvia acquisition, the Nuvia
20	engineers	were working on the data center cores?
21	A	Also called server cores.
22	Q	Also called server cores. Okay, data
23	center co	res are server cores?
24	А	Yes.
25	Q	Those were the cores for the



1	SOC?
2	A Yes.
3	Q At this time was it Qualcomm's plan to
4	discontinue Nuvia's work on the data center cores?
5	MR. BRALY: Objection.
6	THE WITNESS: It was not clear at this point in
7	time whether we were going to keep that product line
8	or not.
9	BY MR. MUINO:
10	Q Subsequently, did work continue on those
11	data center cores after the acquisition?
12	A We talked about it, but I don't know at
13	what stage acquisition happened and if the work
14	continued on the CPU core versus SOC. My
15	understanding is there was work on the SOC side and
16	that's why we had a team working on it, but I'm not
17	sure if there was work done on the CPU itself.
18	Q Understood. The team may have continued
19	work on the SOC, but you're not sure they
20	continued work on the core for that SOC?
21	A That's right.
22	Q Do you know if the core for the
23	SOC was finished by the time Nuvia was
24	acquired?
25	A I don't.



1	Q This e-mail is indicating that Qualcomm
2	wanted to shift the focus of those engineers to PC
3	and mobile cores. Did that happen?
4	MR. BRALY: Objection.
5	THE WITNESS: Like I mentioned earlier, our
6	plan in our product lines are PC and mobile. Along
7	with the total Qualcomm team, we basically focused
8	our efforts on Qualcomm custom cores for our
9	markets, which is PC and mobile.
10	BY MR. MUINO:
11	Q The PC core that Qualcomm developed was
12	the core for SOC; is that right?
13	A Yes.
14	Q And the mobile core that Qualcomm
15	developed was the core for the SOC?
16	A That's right, two different cores. Like I
17	mentioned in the morning, the and the
18	for mobile. I should say
19	and
20	MUINO: I'm going to mark as Exhibit 27 a
21	document with the Bates number QCARM_3965325.
22	(Plaintiff's Exhibit 27 was marked
23	for identification by the deposition officer and is
24	attached hereto.)
25	///



1	BY MR. MUINO:
2	Q Mr. Asghar, do you see this is an e-mail
3	chain from March and April of 2021?
4	A Uh-huh.
5	Q The subject is "Approval to Support
6	Additional Request from the Nuvia Engineering Team."
7	A Yes.
8	Q Let's go to the e-mail starting at the
9	bottom of the first page. It's an e-mail from Paul
10	Williamson to you dated March 27, 2021.
11	Do you see that?
12	A Yes.
13	Q The first sentence says:
14	"It has come to my attention
15	that weekly regular calls continue
16	between Nuvia engineering and Arm
17	engineering/FAE teams. I understand
18	they have also asked for an
19	extension of their AMBAViz
20	evaluation."
21	Do you see that?
22	A Yes.
23	Q Do you know what that refers to?
24	MR. BRALY: Objection; calls for speculation.
25	THE WITNESS: I don't. This is an



1	engineering person is probably better to address
2	that.
3	BY MR. MUINO:
4	Q Do you recall this communication from
5	Mr. Williamson to you?
6	A Yes.
7	Q Did you understand what he was saying when
8	you looked at this?
9	A I passed it on to the relevant teams that
LO	basically worked on this and the legal team.
11	Q Do you know what he refers to as "FAE
L2	team"? Do you know what that refers to?
L3	MR. BRALY: Objection; calls for speculation.
L4	THE WITNESS: Because he's a field application
L5	engineering team in general engineering terms. I
L6	don't know what it might mean for them.
L7	BY MR. MUINO:
L8	Q Field application engineer is what you
L9	said?
20	A Uh-huh.
21	Q How about the reference to AMBAViz
22	evaluation? Do you know what that is?
23	A No.
24	MR. BRALY: Objection.
25	///



## 1 BY MR. MUINO: 2 Mr. Williamson goes on to say: 0 3 "While we can continue to 4 support the teams as we work towards 5 mutually beneficial resolution to 6 the present issues involving your 7 acquisition of Nuvia, Qualcomm must 8 agree that such interaction and/or 9 assistance does not expressly or 10 impliedly waive any of Arm's rights 11 with respect to the new novation." 12 Do you see that? 13 A Yes. 14 What did you understand Mr. Williamson to 15 mean when he referred to novation? 16 Not very clear on it. Our legal team Α 17 basically started this in detail. 18 When you received this e-mail did you have 19 an understanding of what he was talking about? 20 A I had an idea, but I think the legal explanation of this is much better understood by our 21 22 legal guys that potentially helped me draft the 23 response. 24 At this time when you received this e-mail 25 from Mr. Williamson, were Arm and Qualcomm



1	discussing novation?
2	MR. BRALY: Objection.
3	THE WITNESS: I think he mentions the
4	resolution part. We were actually discussing a
5	settlement at this point in time if I'm not
6	mistaken.
7	BY MR. MUINO:
8	Q Okay. If we go to your responsive e-mail
9	just above that dated March 31st, 2021, and let's
10	start with the first the second sentence. It
11	says:
12	"First, I want to clarify that
13	neither Qualcomm nor Nuvia sought
14	novation."
15	Do you see that?
16	A Yes.
17	Q What were you referring to there?
18	A Really the comment from Paul below, and it
19	was again drafted with our legal team.
20	Q By this point did you have an
21	understanding of what novation referred to here?
22	A Not in its full legal terms.
23	Q You go on to say:
24	"Please refer back to my
25	March 11 correspondence to you and



1	you will see the request was for
2	technical/ministerial consent from
3	Arm as a function of the change of
4	control definition of assignment
5	provision in the Nuvia agreement."
6	Do you see that?
7	A Yes.
8	Q Now, when you refer here to the change of
9	control definition of assignment provision in the
10	Nuvia agreement, were you referring to
11	of the Nuvia ALA?
12	MR. BRALY: Objection.
13	THE WITNESS: This was really back to what I
14	commented on earlier, which was we were trying to
15	have a smooth acquisition and this is really a part
16	of that same discussion we had.
17	BY MR. MUINO:
18	Q My question, though, was the statement
19	that you have in this e-mail here to this is, quote,
20	"the change of control definition of assignment
21	provision in the Nuvia agreement."
22	Did that refer to of the
23	Nuvia ALA?
24	A I'm not sure.
25	Q Do you recall we previously looked at



1	of the Nuvia ALA?
2	A Yes, we did.
3	Q You're not sure whether that's referring
4	to the same thing?
5	A Yes.
6	Q When you said the request was for
7	technical/ministerial consent from Arm, what did you
8	mean?
9	A Again, I think this was back to what I
10	mentioned earlier. We wanted to have a quick and
11	smooth sort of Nuvia transition and this is really
12	focused around that effort, but Qualcomm ALA is what
13	we have always discussed in our discussions as the
14	main instrument for us to be working under.
15	Q The second-to-last sentence of that
16	paragraph you say:
17	"Finally, Qualcomm is not
18	attempting to cause Arm to waive any
19	arguments or rights it might
20	otherwise have as we work towards
21	resolution of any outstanding
22	issues."
23	Do you see that?
24	A Yes.
25	Q You wrote that as part of your e-mail here



1	as well?
2	A Yes.
3	MR. MUINO: Let me mark as Exhibit 28 a
4	document with the Bates label QCARM_2417783.
5	(Plaintiff's Exhibit 28 was marked
6	for identification by the deposition officer and is
7	attached hereto.)
8	BY MR. MUINO:
9	Q Mr. Asghar, this document appears to be
10	formatted as an e-mail. It has your name at the top
11	and also Manu Gulati's name?
12	A Yes.
13	Q Do you know if these are chat messages?
14	A It looks like Microsoft Teams message
15	possibly.
16	Q Do you make use of Microsoft Teams
17	internally to communicate with your colleagues?
18	A Yes, I do.
19	Q The first message here appears to be from
20	you, and it looks like it's dated January 19, 2022.
21	Do you see that?
22	A Yes.
23	Q You say:
24	"Do (sic) Arm know that we are
25	using in based on our



1	use of the tools"?
2	Do you see that?
3	A I see that.
4	Q And there's a follow-up message. It looks
5	like you correct the "do" to "does."
6	A Yes, from my English teacher.
7	Q Why were you asking Mr. Gulati this
8	question at this time?
9	A It's basically really a comparative angle,
10	right? If we are building our own custom cores to
11	go to I wanted to understand how much, you
12	know, Arm was aware of what we were doing on our PC
13	products, the details, basically wanting to make
14	sure our differentiation, our advantage was clear
15	and not exposed too soon before we launched the
16	product.
17	Q Did Mr. Gulati respond to your message?
18	A I don't think so.
19	Q Did you discuss this in person with him?
20	A I don't recall.
21	Q What was the answer to your question? Was
22	Arm aware at this time that was being used
23	in Table
24	A I don't think I got an answer.
25	Q Do you know the answer to the question?



1	A I don't.
15-96	90000 1000 - 1000 - 1000 - 1000 1000 100
2	Q At some point in time did Arm become aware
3	that the core was being used in the
4	SOC?
5	MR. BRALY: Objection; calls for speculation.
6	THE WITNESS: I don't know.
7	MR. MUINO: I'm going to mark as Exhibit 29 a
8	document with the Bates number QCARM_346224.
9	(Plaintiff's Exhibit 29 was marked
10	for identification by the deposition officer and is
11	attached hereto.)
12	BY MR. MUINO:
13	Q Mr. Asghar, do you see this is an e-mail
14	chain from April 2021?
15	A Yes.
16	Q The subject is "IP/Tools Request List"?
17	A Yes.
18	Q Let's look at the second e-mail on this
19	first page that's from Rajiv Gupta.
20	Do you see that?
21	A Yes.
22	Q The date is April 21st, 2021?
23	A Yes.
24	Q In the first paragraph Mr. Gupta says:
25	"I'd like to discuss a new



1	license request with you. Below is
2	a list of certain Arm technology
3	licensed by Nuvia (including
4	implementation IP and software
5	tools). Qualcomm is requesting a
6	license to this Arm technology under
7	Qualcomm's TLA."
8	Do you see that?
9	A Yes.
LO	Q Were you familiar with this or did you
L1	know about this request at this time in April of
L2	2021?
L3	A I believe so based on the e-mail, yes.
L4	Q And why was Qualcomm requesting a license
L5	to this Arm technology at this time?
L6	A As we basically had started to work on our
L7	cores for, I believe, again, I'm not sure, but there
L8	were TLA licenses that we have for a lot of IPs
L9	under Qualcomm's TLA agreement, and there were some
20	that we did not have on the work that basically was
21	being done for if I'm understanding this
22	correctly, and we wanted to have those completed.
23	Q The Arm technology that Qualcomm wanted to
24	license here was for the SOC; is that your
25	understanding?



1	A That's my understanding.
2	Q And this was Arm IP that Nuvia had had a
3	license to, but Qualcomm did not?
4	A That's my understanding.
5	Q So Qualcomm was looking to license this
6	technology directly from Arm?
7	A That's right.
8	Q The technology in question appears to be
9	listed in this table down below.
10	Do you see that?
11	A Yes.
12	Q And the first thing that's referred to is
13	Neoverse N1. Do you know what that is?
14	A I believe it's a CPU core that Arm offers.
15	Q Do you know why Qualcomm wanted a license
16	to the Neoverse N1 CPU core?
17	A I don't know.
18	Q Do you know what it was used for?
19	A I don't know.
20	Q If you look further down the list about
21	eight or nine down, there's a reference to CoreSite
22	SoC-600.
23	Do you see that?
24	A Yes.
25	Q Do you know why Qualcomm wanted a license
	1



1	to that?
2	A I don't.
3	Q Do you know what that was used for at
4	Qualcomm?
5	A I don't.
6	Q You don't know?
7	A No.
8	Q Down towards the end of the list on this
9	page, it looks like five from the bottom, there's a
10	reference to Cortex M7.
11	Do you see that?
12	A Yes.
13	Q Do you know what that was?
14	A I'm not sure.
15	Q Do you know why Qualcomm wanted a license
16	to IP at this time?
17	A I don't recall.
18	Q The top e-mail on this first page is from
19	RK Chunduru. Do you see that?
20	A Yes.
21	MR. BRALY: I don't think that's correct.
22	THE WITNESS: It's "To" actually.
23	BY MR. MUINO:
24	Q You're correct. To RK Chunduru. Do you
25	see that?



1	A Yes.
2	Q And it says:
3	"Hi RK. Forwarding you the
4	e-mail I sent to Arm this morning
5	upon Larissa's directive. Ziad and
6	Jonathan's legal team have been
7	working with Arm on the strategy."
8	Do you see that?
9	A Yes.
10	Q What strategy is being referred to there?
11	MR. BRALY: Objection.
12	THE WITNESS: I don't recall, but I think we
13	were discussing the settlement with Arm at this
14	time.
15	BY MR. MUINO:
16	Q It mentions your name there. Did you have
17	a role in this process?
18	A I don't have a legal team so this is
19	interesting, that's for sure.
20	Q Jonathan, do you know who that refers to?
21	A Yes.
22	Q What was his role?
23	A He's on the legal team.
24	Q What was his last name?
25	A Weisser.



1	Q The next sentence says:
2	"Request for licenses from Arm
3	is for non-common IPs. (QC does not
4	have licenses)."
58%	
5	Do you see that?
6	A Yes.
7	Q And, again, you understand that refers to
8	Arm IP that Nuvia had a license to but Qualcomm did
9	not?
10	MR. BRALY: Objection.
11	THE WITNESS: My understanding, and for
12	BY MR. MUINO:
13	Q Do you know if Qualcomm obtained a license
14	from Arm for these Arm IPs?
15	A I believe we did.
16	Q Do you know when that occurred?
17	A I don't recall.
18	MR. MUINO: I'm going to mark as Exhibit 30 a
19	document with the Bates number QCARM_3534862.
20	(Plaintiff's Exhibit 30 was marked
21	for identification by the deposition officer and is
22	attached hereto.)
23	BY MR. MUINO:
24	Q Mr. Asghar, do you see this is an e-mail
25	chain from September 2021?



1	A Yes.
2	Q And the subject at the top is "Arm
3	Licenses."
4	Do you see that?
5	A Yes.
6	Q If you look at the second e-mail on this
7	page it's from Manu Gulati dated September 20th,
8	2021.
9	Do you see that?
10	A I do.
11	Q The subject refers to "Request for EIC
12	Approval for Cortex M7 Controller and Coresight
13	SOC600 for Nuvia Sub-System
14	for
15	Do you see that?
16	A I do.
17	Q In that title this appears to refer to
18	some of the same Arm IPs that were in the prior
19	exhibit that we looked at, to which Qualcomm was
20	seeking a license from Arm; correct?
21	A I believe so.
22	Q And does this reflect as of this time
23	Qualcomm had obtained the license to those IPs?
24	MR. BRALY: Objection.
25	THE WITNESS: That's what the e-mail seems to



1	imply.
2	BY MR. MUINO:
3	Q Do you have any understanding as to
4	whether those IPs were for use in the Nuvia
5	subsystem for
6	A I don't know that.
7	Q Do you know what the subsystem
8	is?
9	A It stands for something that I've heard
10	of. It says .
11	Q The stands for ??
12	A I believe so.
13	Q Do you know what that is?
14	A It's basically the CPU cluster or the CPUs
15	that go into a particular product.
16	Q If you look at the top e-mail from
17	Mr. Chunduru to Mr. Amon dated September 21st, 2021,
18	he says:
19	"FYI, we should be able to
20	close the last IP licenses needed
21	from Arm this week at favorable
22	rates and further reduce any
23	leverage they have over us."
24	Do you see that?
25	A Yes.



Q Do you know what he meant by "reduce any
leverage they have over us"?
MR. BRALY: Objection; calls for speculation.
THE WITNESS: I don't.
MR. MUINO: I'm going to mark as Exhibit 31 a
document numbered QCARM_338883.
(Plaintiff's Exhibit 31 was marked
for identification by the deposition officer and is
attached hereto.)
BY MR. MUINO:
Q Mr. Asghar, do you see this is a letter
from Carolyn Herzog at Arm to Gerard Williams dated
February 1st, 2022?
A Yes.
Q The second paragraph of this letter says:
"Arm intends to terminate both
agreements for material breach under
of the agreements.
Nuvia violated the assignment
provisions, of the
agreements by
Do you see that?
A Yes.



1	Q The last sentence of this letter says:
2	"This termination will be
3	effective as of March 1st, 2022."
4	Do you see that?
5	A Yes.
6	Q Were you told about this letter on or
7	around February 1st, 2022?
8	A I'm not sure when, but I was told about it
9	at some point in time.
LO	Q At some point you were informed that Arm
L1	had terminated the Nuvia ALA and TLA?
L2	A Yes.
L3	Q After receiving this letter did Qualcomm
L4	take any action in light of Arm's decision to
L5	terminate the Nuvia agreements?
L6	MR. BRALY: Objection.
L7	THE WITNESS: Of course. We were quite okay
L8	because we have the Qualcomm ALA license and at this
L9	point these were Qualcomm teams working on it. But
20	even to be more careful, as I mentioned in the
21	morning, we actually delayed the chip by, if
22	I'm not mistaken, almost three months to
23	
24	
25	///



1	BY MR. MUINO:
2	Q When you say "Qualcomm delayed the
3	chip by about three months to make
4	," what
5	do you mean by that?
6	A The details you can discuss with the
7	engineers, but basically
8	
9	. Three months is a very long time which we
LO	incurred because of this very strange step by Arm.
11	Especially in technology, three months means you
L2	lose your advantage essentially.
L3	delayed and got canceled.
L4	Q With respect to the chip, which you
L5	described as were
L6	you involved in that process yourself?
L7	A No.
L8	Q Then you said the SOC was
L9	delayed and then was canceled?
20	A Yes.
21	Q And did that occur in the aftermath of
22	Qualcomm receiving this letter?
23	A Yes.
24	Q I think you testified earlier that
25	cancellation was precipitated by Arm's position?

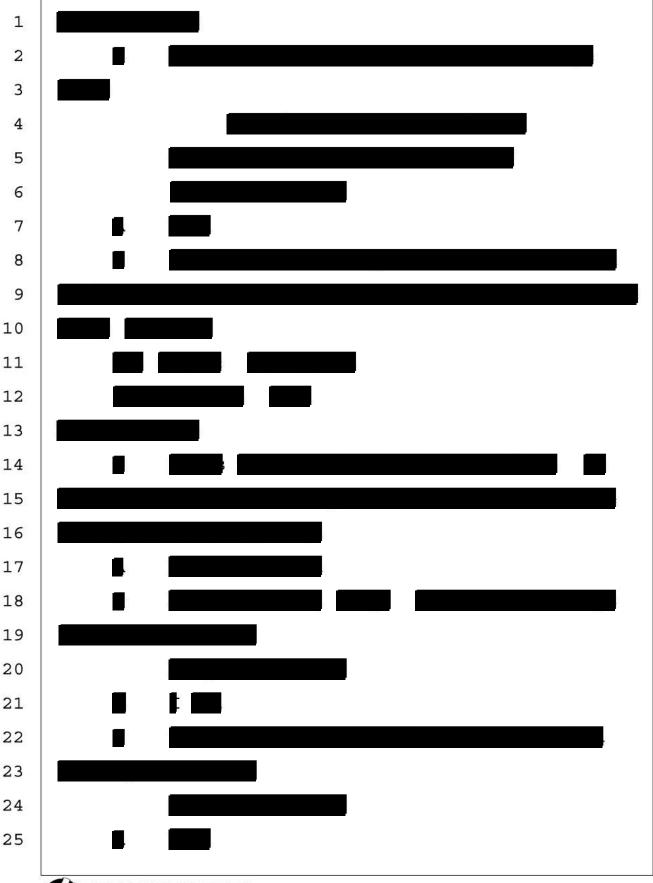


1	A Partially, yes.
2	Q Were there other considerations in
3	Qualcomm's decision to cancel
4	A There may have been, but this was a part
5	of it.
6	Q Are you familiar with the other
7	considerations?
8	A I don't recall. This was one of them.
9	Q What has Qualcomm done with the source
LO	code for the core?
11	A I don't know.
L2	Q Has it been disposed of in some way?
L3	A I'm not aware.
L4	Q Apart from the process that you
L5	described with respect to the chip and the
L6	delay and cancellation of is there anything
L7	else that Qualcomm has done in response to Arm's
L8	position that was set forth in this February 1st,
L9	2022 letter?
20	MR. BRALY: Objection.
21	THE WITNESS: This is all that I'm aware of.
22	MR. MUINO: I'm going to mark as Exhibit 32 a
23	document with the number QCARM-170271.
24	(Plaintiff's Exhibit 32 was marked
25	for identification by the deposition officer and is

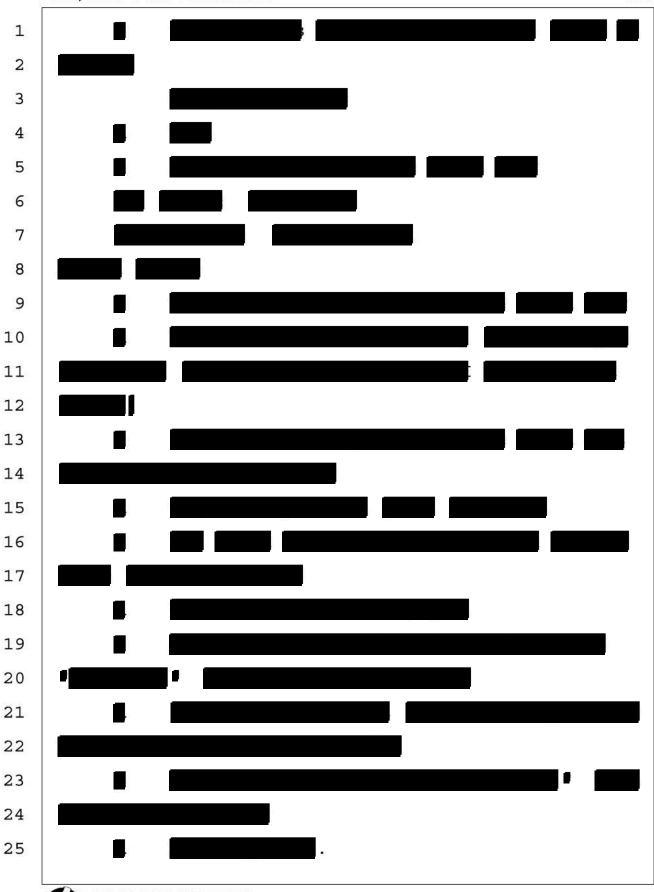


1	attached hereto.)
2	BY MR. MUINO:
3	Q Mr. Asghar, I want to focus your attention
4	on the second page of this document with the
5	number 170272. The second half of that page there's
6	an e-mail from Manu Gulati dated February 24, 2022.
7	Do you see that?
8	A Yes.
9	Q You're one of the recipients of that
10	e-mail?
11	A Yes.
12	Q Do you recognize that e-mail?
13	A Must have been sent to me, yes.
14	Q The subject here is "Updated SOC to CPU
15	mapping."
16	Do you see that?
17	A Yes.
18	Q And there is a chart in this e-mail. Do
19	you recognize the content of that chart?
20	A At a high level, yes.
21	Q What information does that chart contain?
22	MR. BRALY: Objection.
23	THE WITNESS: I believe it has the projects
24	that we were working on and some of the details for
25	those projects.









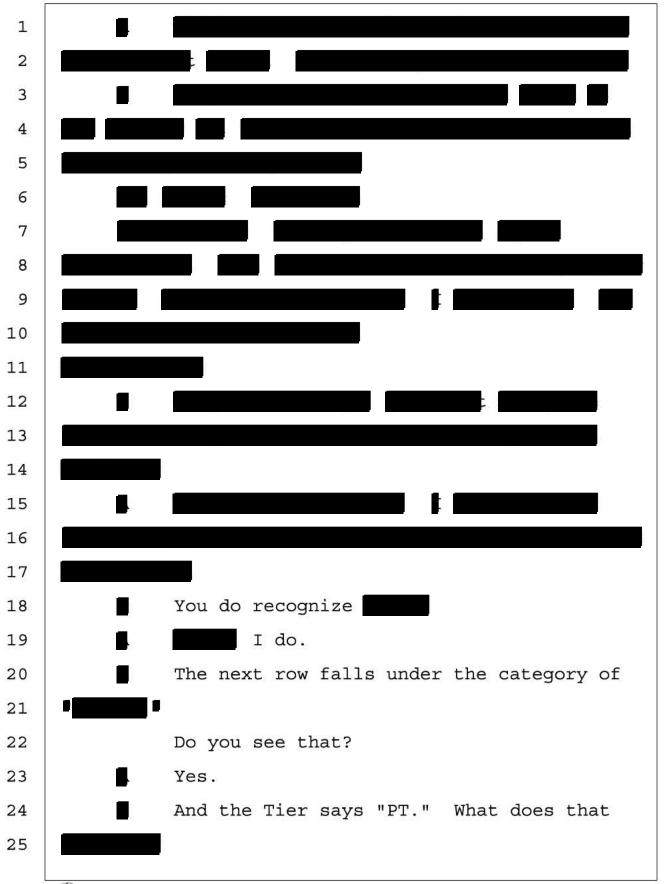


Ĩ	
1	Q What does base mean? Is
2	that initial?
3	A Yeah.
4	Q
5	A Yes.
6	Q The second row says in the
7	and the project is
8	Correct?
9	A Yes.
10	Q And
11	" was going to use the core;
12	is that correct?
13	A Qualcomm custom is what it should
14	say.
15	Q It doesn't say that, right, it says Nuvia
16	correct?
17	A It also says Nuvia That is a
18	notation used there for . When he says
19	Nuvia, he means .
20	Q The next row refers to "V1"?
21	A Uh-huh.
22	Q What does that refer to?
23	A I think it would mean a follow-on to the
24	chip.
25	Q Is that something so that's something

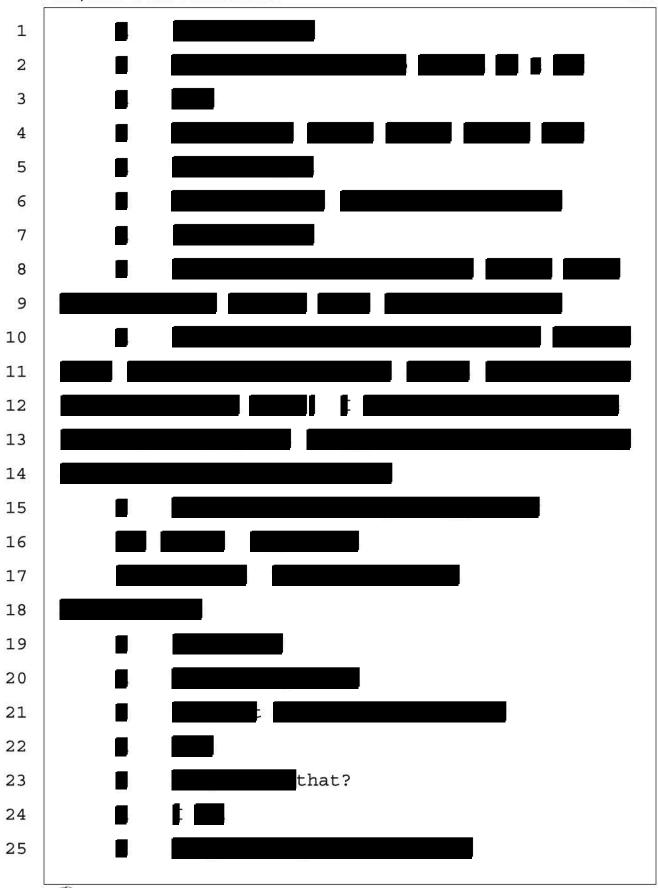


1	different than in the row above it?
2	A Like I said, this is a speculative table
3	created at that time, but there is no that I
4	know of.
5	Q The indication here is that would
6	have the Nuvia core?
7	A It would have the Qualcomm custom
8	yes.
9	Q It says here ; right?
10	A At this point in time, as I mentioned, you
11	cannot use a server core or in a PC
12	or a mobile product, so it's very well understood by
13	the people who this e-mail is going to.
14	Q In your testimony you're trying to edit
15	this e-mail here now. What the e-mail actually says
16	from February 2022 is ; right?
17	A I'm trying to explain
18	MR. BRALY: Objection.
19	THE WITNESS: what the e-mail really means,
20	which is pretty well understood by any of these guys
21	you see there.
22	BY MR. MUINO:
23	Q The next row refers to 25 V1?
24	A Uh-huh.
25	Q What is that?

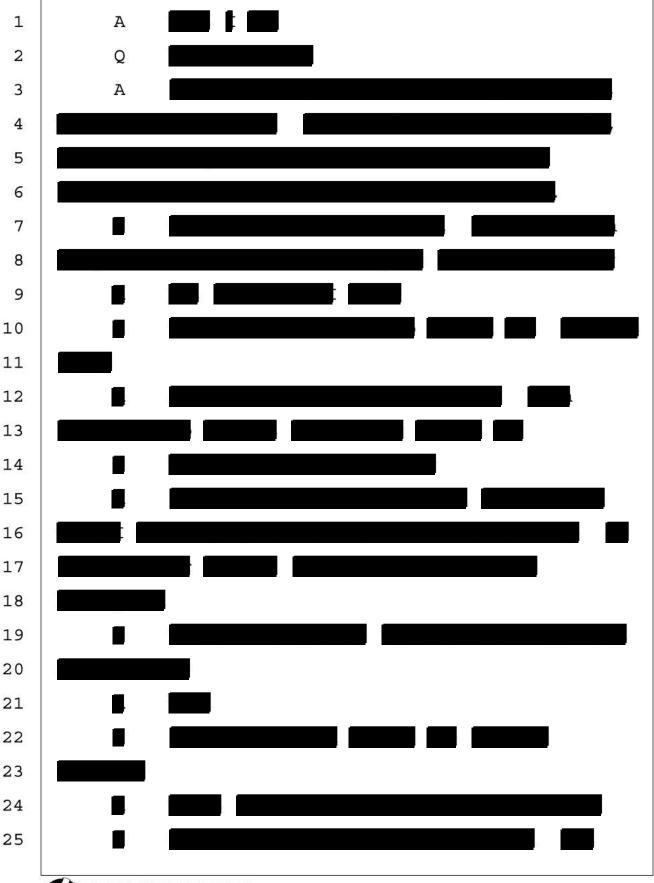


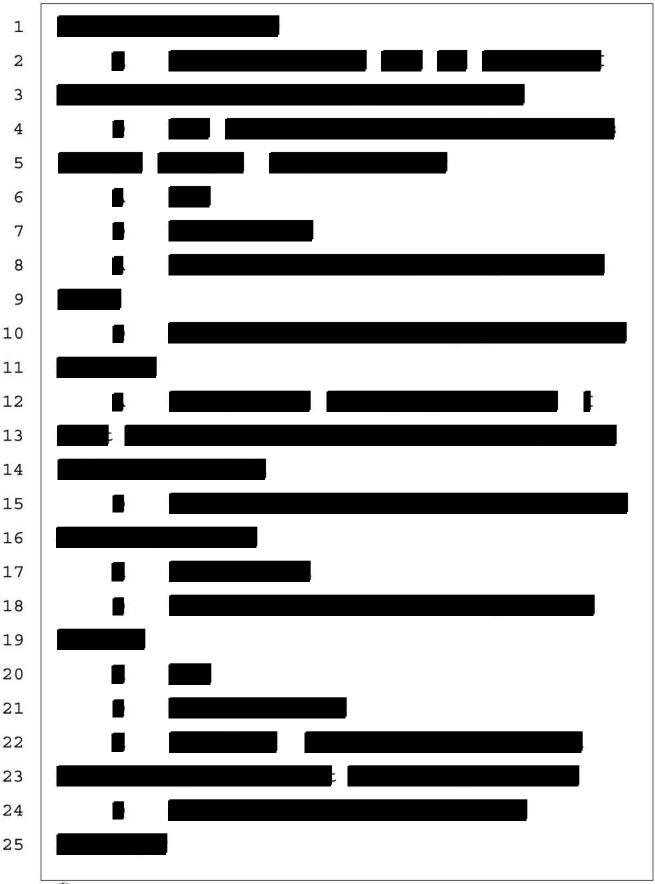




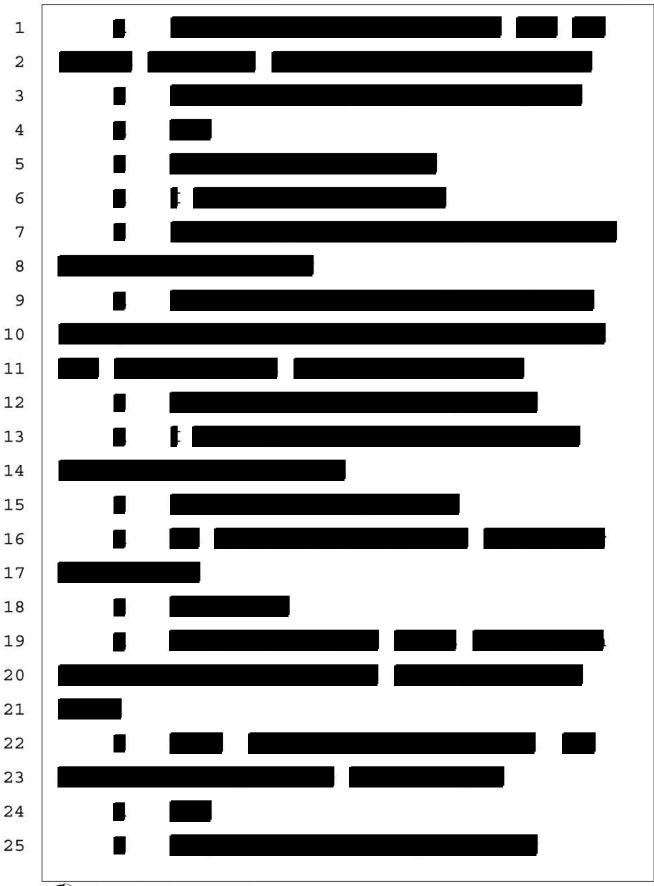




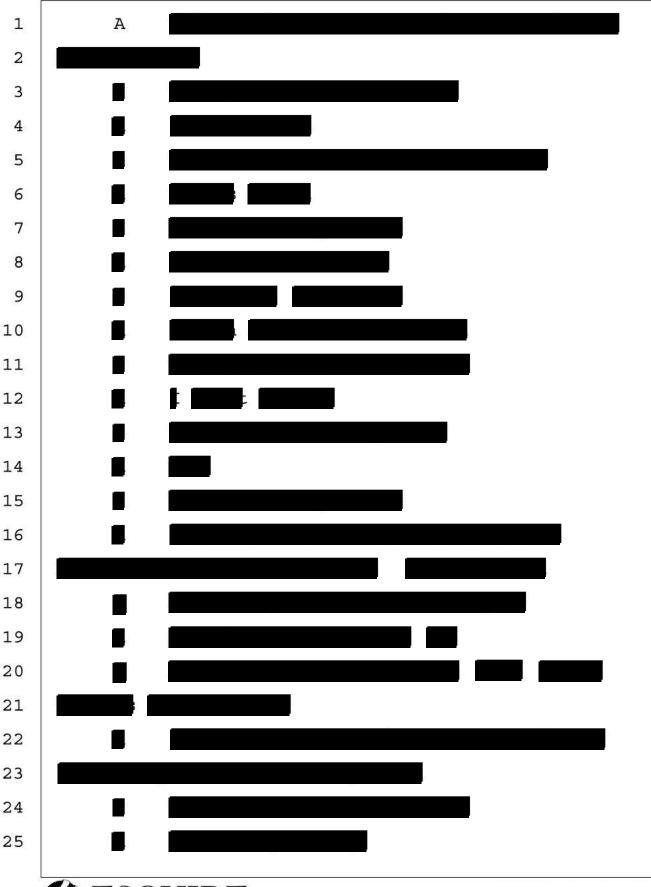




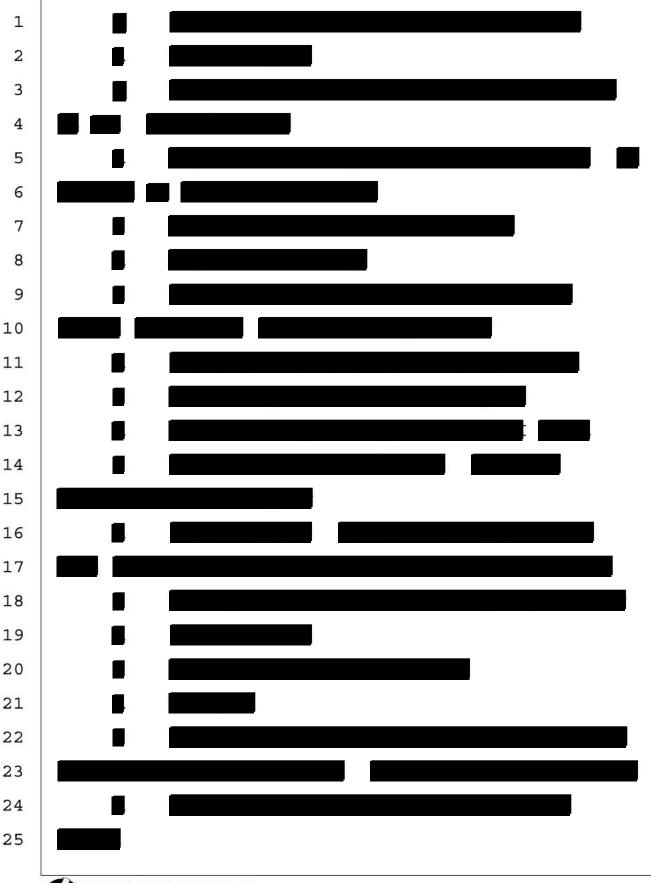








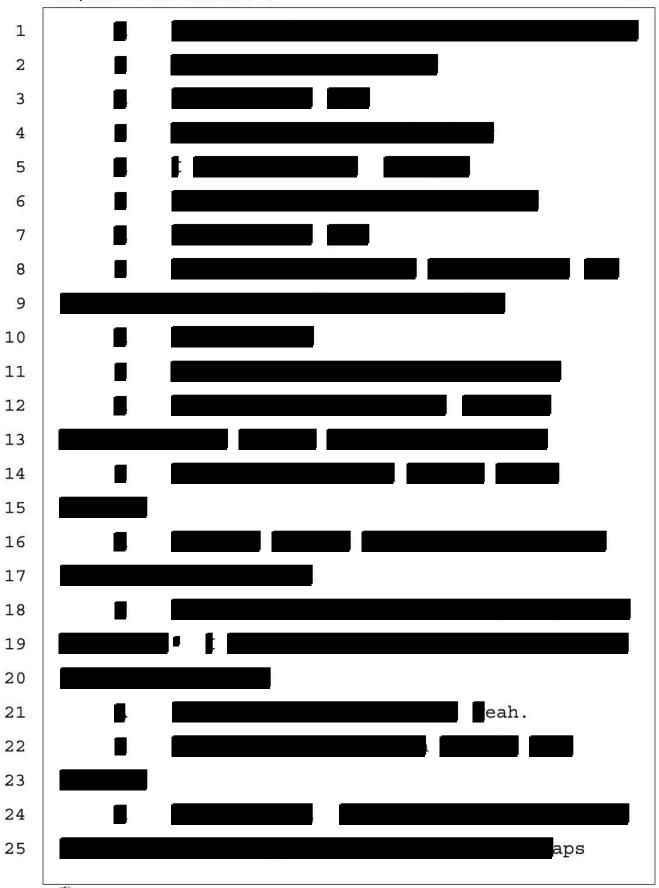




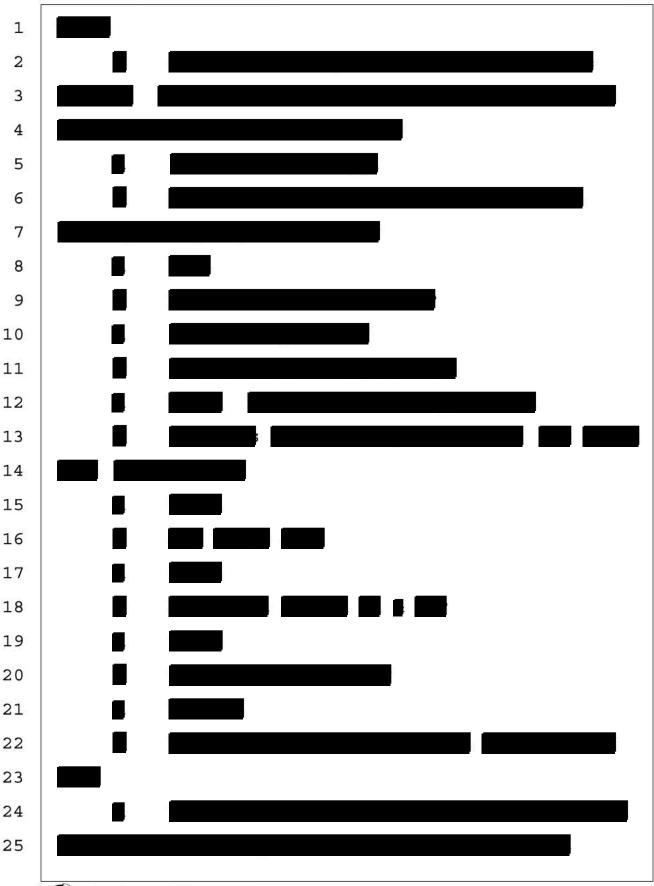














1	
2	MR. MUINO: Why don't we take a break?
3	THE VIDEOGRAPHER: Off the record at 3:42 p.m.
4	(A recess was taken from 3:42 p.m. to
5	3:56 p.m.)
6	THE VIDEOGRAPHER: On the record at 3:56 p.m.
7	MR. MUINO: I'm going to mark as Exhibit 33 a
8	document with the number QCARM_169739.
9	(Plaintiff's Exhibit 33 was marked
10	for identification by the deposition officer and is
11	attached hereto.)
12	BY MR. MUINO:
13	Q Mr. Asghar, do you see the title of this
14	document is
15	6, 2022?
16	A Yes.
17	Q It appears to have been presented by Raghu
18	Sankuratri; correct?
19	A I suspect so. I don't think I was at this
20	presentation.
21	Q Have you seen this presentation before?
22	A I don't think so. This looks like an
23	engineering presentation. I don't think I've seen
24	this.
25	Q Let's go to page 6 of this document. It's



the one that has number 169744 at the bottom. 1 2 A Uh-huh. 3 It has a chart that says: 4 5 Do you see that? 6 Yes. A 7 Do you know what that title refers to? 8 MR. BRALY: Objection; calls for speculation. 9 THE WITNESS: I don't. BY MR. MUINO: 10 The chart that's on this page, some of the 11 0 information looks similar to information we saw in 12 13 the exhibit just a moment ago. I'd like to go 14 across the columns here to ask you about them. The 15 first column in this chart says Is that ? 16 17 A Yes. And it looks like the first row of this 18 19 chart is for the project. 20 Do you see that? 21 A Yes. 22 n there's a column next to Q 23 24 Do you know what that refers to? 25 MR. BRALY: Objection; calls for speculation.



1	THE WITNESS: It would be when an
2	is being
3	used.
4	BY MR. MUINO:
5	Q When you say
6	it says "Nuvia," that's what you're referring to as
7	a ?
8	A For the or any product after that it
9	would be the
LO	Q There's a large section in the middle of
11	this chart at the top that says
L2	Do you see that?
L3	A Yes, I do.
L4	Q Is that
L5	MR. BRALY: Objection.
L6	THE WITNESS: I think right above that it says
L7	•
L8	BY MR. MUINO:
L9	Q Okay. Do you know what stands for
20	there?
21	A I think we saw it on the previous e-mail.
22	Q Was it
23	A I suppose so.
24	Q Do you have an independent understanding
25	of what the is?



1	A Yeah. The general term is the CPU
2	subsystem. You have, like I explained in the
3	morning, we have the two big cores, and six
4	medium cores in All of those put together is
5	. That's what it refers
6	to.
7	Q That's referred to as the
8	A
9	Q Is that the same thing as NCC?
LO	A Used interchangeably.
L1	Q Underneath there's a number of
L2	different columns. Do you recognize any of the
L3	information in these columns?
L4	A I think this is done by engineering, so
L5	better for them to explain it.
L6	Q For example, the very first column under
L7	NCC says "Design." Do you know what that refers to?
L8	MR. BRALY: Objection; calls for speculation.
L9	THE WITNESS: Better for engineering to comment
20	on this.
21	BY MR. MUINO:
22	Q As I said, this list appears to overlap
23	with the list we had looked
24	
25	

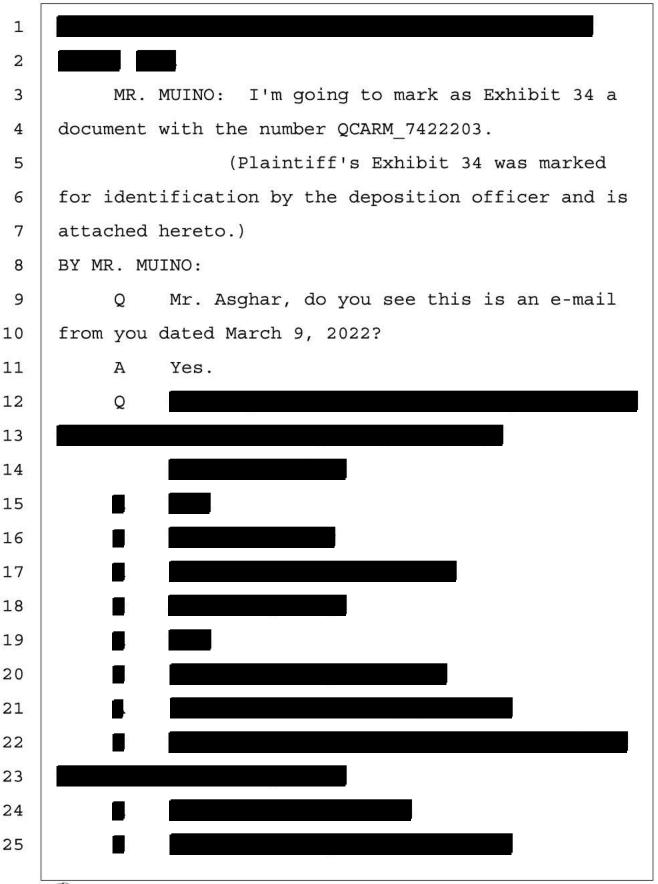


progressed at Qualcomm as opposed to the ones that
did not.
Let's start at the top. " the
progressed for a while, but then was
discontinued in 2022?
A Yes.
Q And then I won't read through all of them,
but can you go down the list and call out the ones
that actually progressed?
MR. BRALY: Objection.
THE WITNESS: I think we talked about
that's the PC product with the
. We talked about
BY MR. MUINO:
Q That's row two,  ??
A That's right.
Q Okay. Go on, please.
A Then we have the . That
is the smartphone product we talked about in the
is the smartphone product we talked about in the morning, and that's the with the
Districts Constitution and Constitution
morning, and that's the with the
morning, and that's the with the that we talked about in the
morning, and that's the with the that we talked about in the morning.

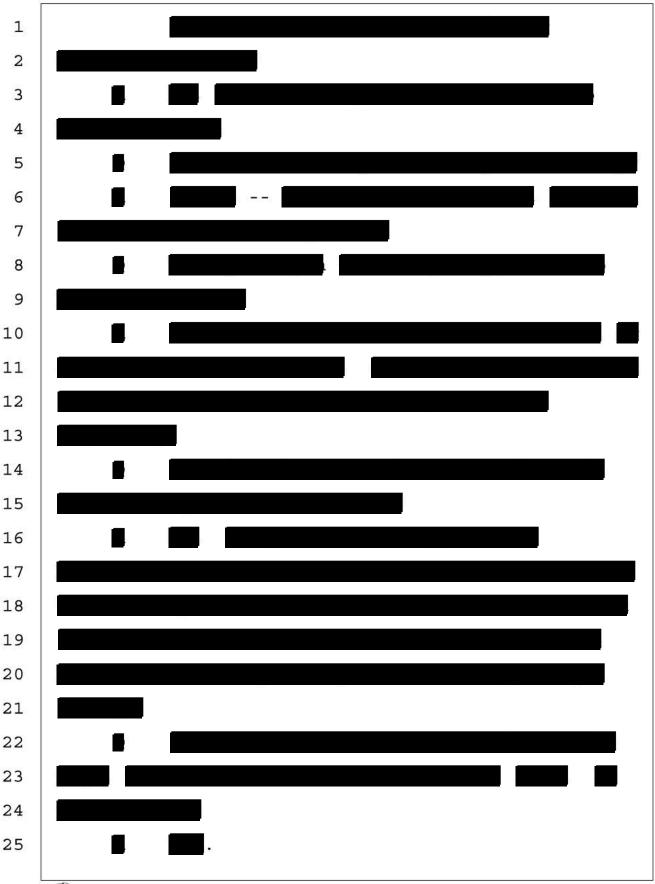


1	has gone through.
2	through a different name. And some of these are
3	derivatives of what we are thinking, but the names
4	are old.
5	Q Okay. Just to summarize that, so the
6	in row 2, that's an that has
7	progressed; correct?
8	A That's right.
9	Q that one has
10	progressed; correct?
11	A Smartphone product, yes.
12	Q Down towards the bottom both
13	have either progressed or are in
14	development?
15	A is actually done, and
16	is progressing.
17	Q is done or is in development?
18	A is done.
19	Q is in development?
20	A is in development. Actually,
21	is done too now that I look at it.
22	Q And I should say is also done?
23	A is pretty much done, but the
24	software still has work to go before we launch. And
25	these other ones, it's very confusing because the

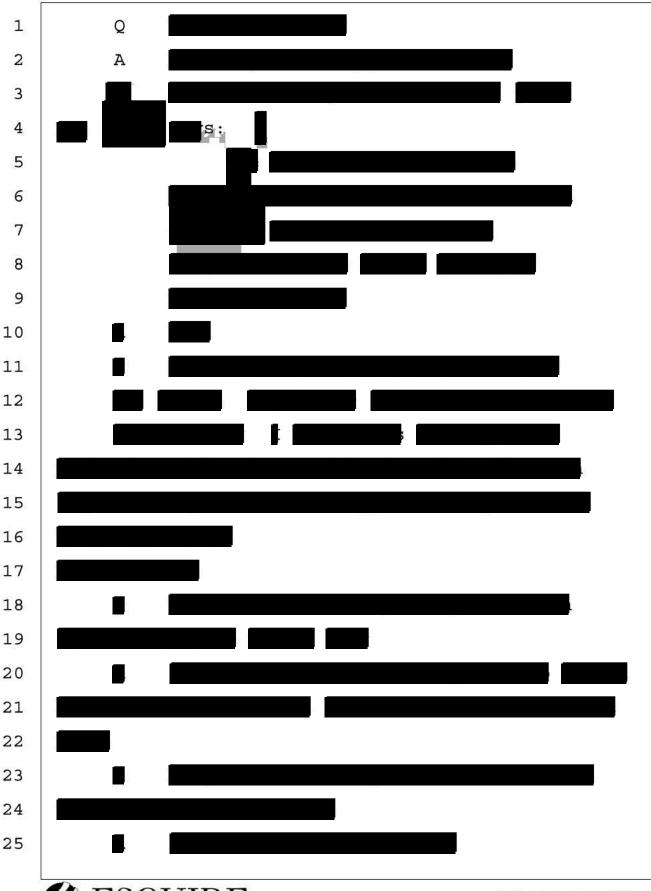














1	Q
2	
3	
4	MR. MUINO: I'm going to mark as Exhibit 35 a
5	document with the number QCARM_3962813.
6	(Plaintiff's Exhibit 35 was marked
7	for identification by the deposition officer and is
8	attached hereto.)
9	BY MR. MUINO:
LO	Q Mr. Asghar, do you see this is an e-mail
L1	from Catherine Baker dated August 15, 2022?
L2	A That's right.
L3	Q And the subject is "Heads Up: Internal
L4	Email on QC Next Gen CPU Name."
L5	Do you see that?
L6	A Yes.
L7	Q Do you recognize this e-mail?
L8	A I do.
L9	Q You're one of the people to whom this is
20	addressed; correct?
21	A That's right.
22	Q And Ms. Baker says:
23	"Happy Monday. Quick heads up
24	that the below internal email will
25	be sent out tomorrow by Gerard

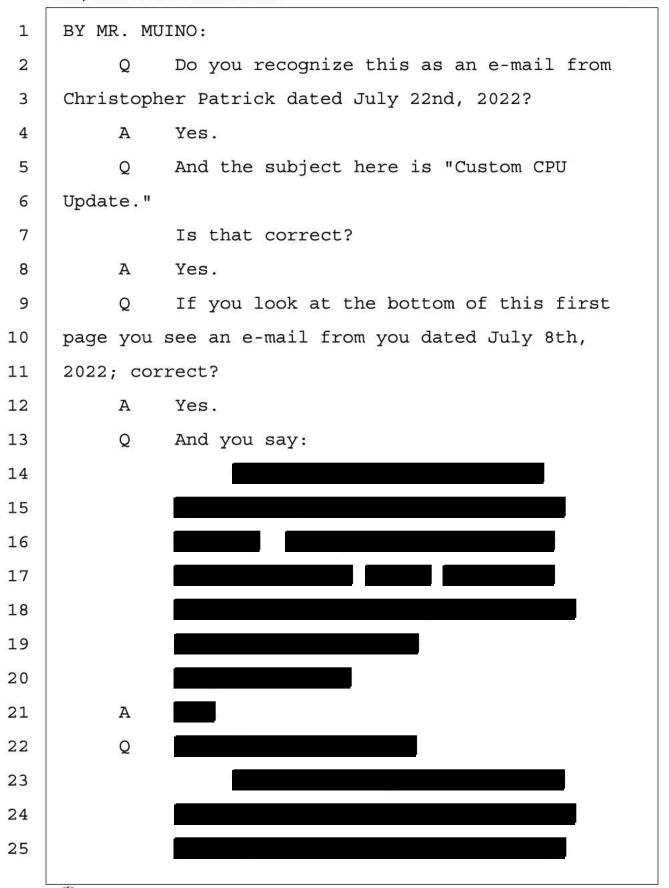


1	Williams announcing the name of our
2	next gen CPU family, Qualcomm
3	. "1
4	Do you see that?
5	A Yes.
6	Q That's spelled with a y; correct?
7	A Correct, uh-huh.
8	Q What is the family?
9	A So all the processors, the custom cores
10	that we are developing in Qualcomm, they fall under
11	the umbrella of Qualcomm So product
12	for PC automotive and family and future
13	families of CPUs, all of them we call Qualcomm
14	
15	Q So the name is the family name for
16	the cores?
17	A Yes, CPU cores.
18	Q And it includes and cores?
19	A And future cores.
20	Q Are there any future cores that are in the
21	planning stages right now?
22	A Still early, but yeah, we're, of course,
23	discussing that.
24	Q Is there a core, future core, called
25	

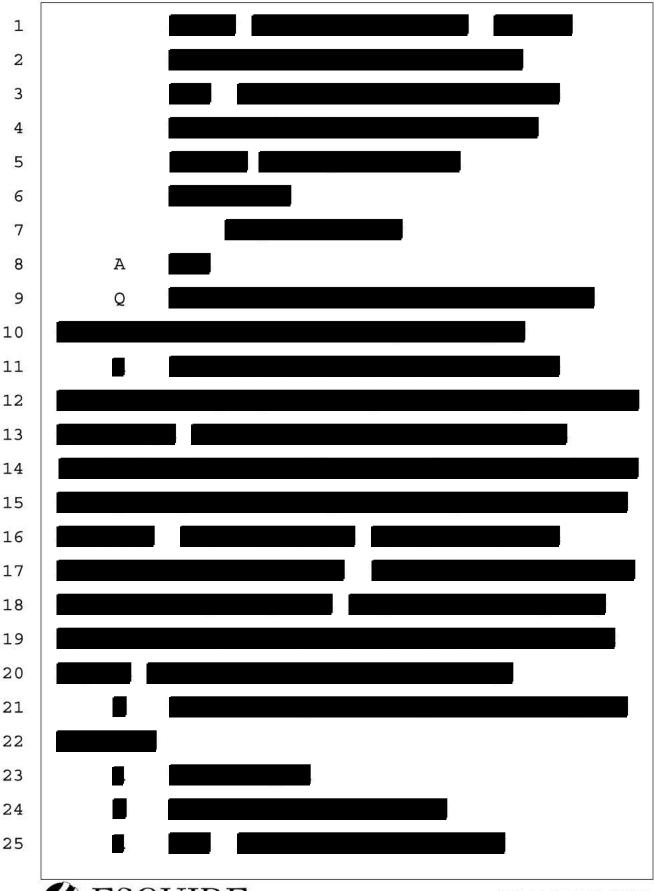


1	A Yes.	
2	Q And is that in development right now?	
3	A It's being planned and debated as the	
4	performance level of it and so on and so forth.	
5	Q Is intended to be a successor to	
6		
7	A That's right.	
8	Q Are there any other future cores that as	сe
9	being planned?	
LO	A There's a family after that as well, I	
11	believe. I don't know what name the guys settled	
L2	on, but there's another family after also	
L3	that we were discussing.	
L4	Q Specifically the name refers to the	ıe
L5	family of cores as opposed to the SOCs?	
L6	A That's right. It's not an SOC, it's a	
L7	family of CPU technologies that we will be launch:	ing
L8	in time.	
L9	MR. MUINO: Just for the record, that	vas
20	with a "y" the last time I referred to it, sorry.	
21	Okay, I'm going to mark as Exhibit 36 a	
22	document with the number QCARM_222061.	
23	(Plaintiff's Exhibit 36 was marked	
24	for identification by the deposition officer and :	İs
25	attached hereto.)	





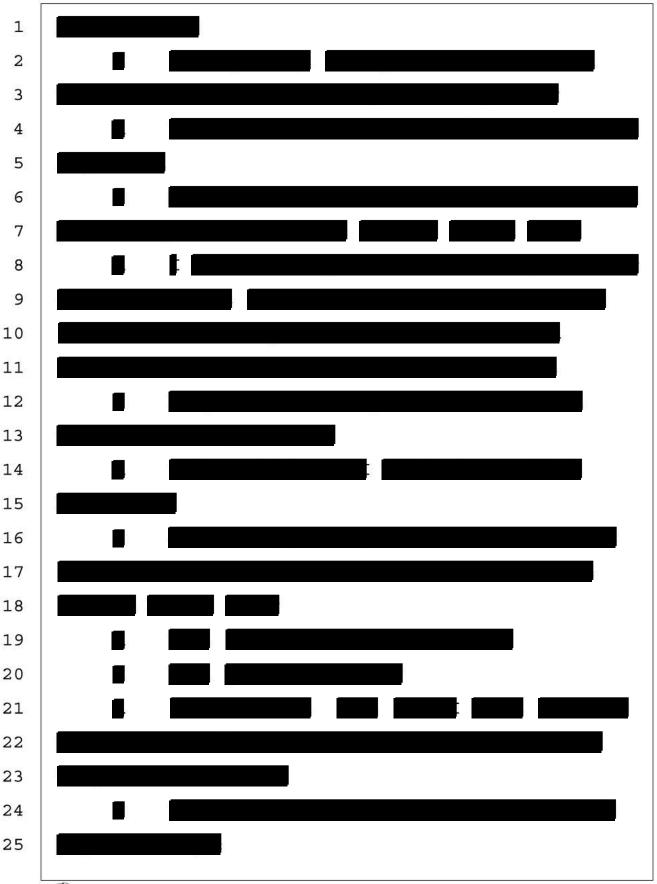




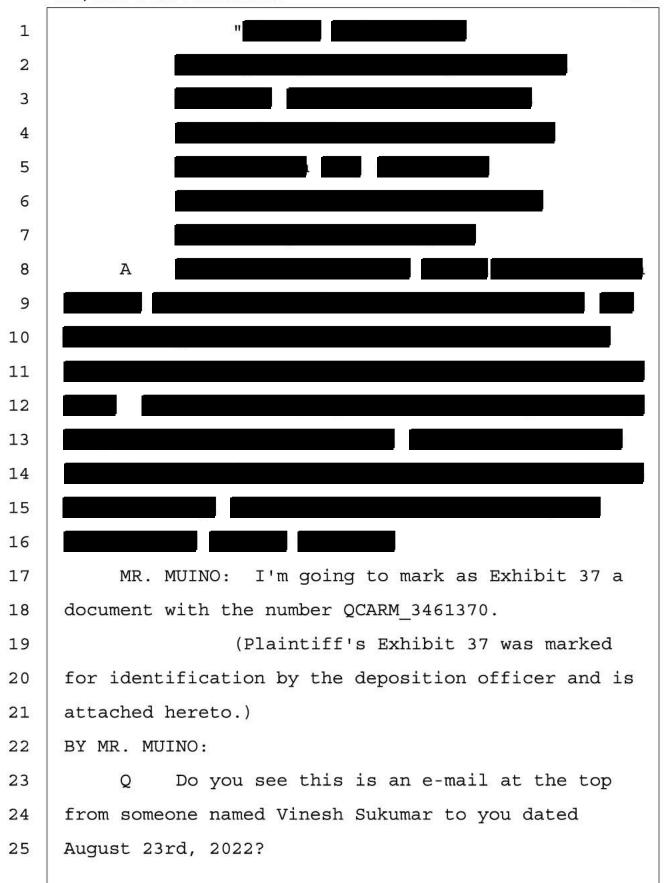


1	performance.
2	Q You're saying here in this e-mail
3	
4	core; is that right?
5	A Yes.
6	Q Why was that a concern to Qualcomm?
7	A I had mentioned earlier, we are very
8	objective about choosing our
9	
10	
11	
12	My job as a part manager is to make sure
13	that I provide the right
14	This was saying
15	that, well, you're doing this
16	for I want it to be better.
17	Q If the was actually better
18	than the core, would Qualcomm have
19	considered licensing the Arm core instead?
20	MR. BRALY: Objection.
21	THE WITNESS: We always discuss with Arm and,
22	like I said, internally we always do make-versus-buy
23	analysis from a product perspective if we are
24	looking at making the technology versus licensing.
25	So we would, of course, do that assessment.











- 3		Section of the sectio
1	A	That's right.
2	Q	Who is Mr. Sukumar?
3	А	He's my AI software.
4	Q	AI software lead?
5	A	He's on my team as artificial intelligence
6	software	lead.
7	Q	Subject of this e-mail thread is "
8	has Taped	-out!!!"
9		Do you see that?
10	A	Yes.
11	Q	What is
12	A	This is the core name for . Another
13	core name	· .
14	Q	Is that a Qualcomm code name for
15	A	It's a code name for
16	Q	Is one of Qualcomm's customers
17	for the	SOC?
18	A	Yes.
19	Q	It looks like the original e-mail coming
20	in this c	hain is coming from somebody at
21	correct?	
22	A	Uh-huh.
23	Q	So this e-mail from August of 2022, this
24	chain is	saying the SOC that is
25	using had	taped out?



3	A TOTAL CONTROL OF THE CONTROL OF TH
1	A Uh-huh.
2	Q Do you know what product the
3	SOC is going into?
4	A Some of the
5	from my understanding.
6	Q The ?
7	A .
8	Q The name refers just to SOC,
9	or does it refer to something specific in
10	Micros product?
11	A I'm not sure if they make a distinction,
12	but I think of it as
13	Q To your knowledge was produced by
14	TSMC?
15	A Yes.
16	Q Was the first Qualcomm customer
17	to use the SOC?
18	MR. BRALY: Objection.
19	THE WITNESS: As I mentioned earlier, is
20	not commercial at this point in time, so there
21	aren't any products that have launched based on
22	
23	BY MR. MUINO:
24	Q Was the first customer to tape
25	out the SOC?



1	MR. BRALY: Objection.
2	THE WITNESS: SOC was taped out by
3	Qualcomm. Again, they just used SOC. They had been
4	working with us so they were quite excited, but the
5	tape out is done by Qualcomm, one of the customers
6	is Microsoft.
7	BY MR. MUINO:
8	Q So when they say when they say there is
9	a tape out of Qualcomm tapes out the
10	SOC, sells that SOC to and puts
11	it into its product; is that right?
12	A That's right.
13	Q So what were they taping out here with
14	
15	A They're just informing their internal
16	teams that has taped out, which is so
17	this is a gentleman sending a note to his
18	team that this collaboration, this work with
19	Qualcomm, the chip has taped out.
20	Q Understood. To your knowledge has
21	put into any of its products yet?
22	A There is nothing commercial at this point,
23	but we're discussing with customers, including
24	t.
25	Q intention to your knowledge is



1	to use the SOC in its
2	MR. BRALY: Objection.
3	THE WITNESS: That's my understanding.
4	BY MR. MUINO:
5	Q Apart from what other customers
6	does Qualcomm have for the SOC at this point?
7	A We're working with all the PC
8	manufacturers.
9	Q Can you give me some examples?
10	A You know, the usual
11	names.
12	Q you said?
13	A Yes.
14	Q
15	
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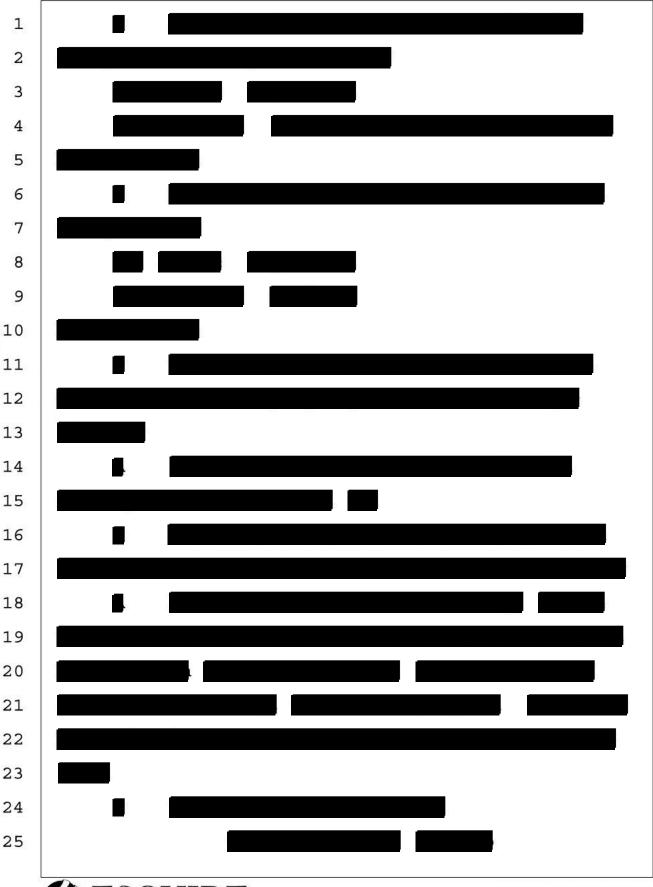


1	
2	
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4	
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7	
8	MR. MUINO: I'm going to mark as Exhibit 38 a
9	document with the number QCARM_340000.
10	(Plaintiff's Exhibit 38 was marked
11	for identification by the deposition officer and is
12	attached hereto.)
13	BY MR. MUINO:
14	Q Mr. Asghar, you see your name at the top
15	of this document?
16	A Yes.
17	Q And this appears as if it might be a
18	Microsoft Teams chat?
19	A That's right.
20	Q You see in the chat your name is
21	appearing; correct?
22	A Yes.
23	Q And you appear to be conversing with
24	somebody named Tjas?
25	A Tjas.

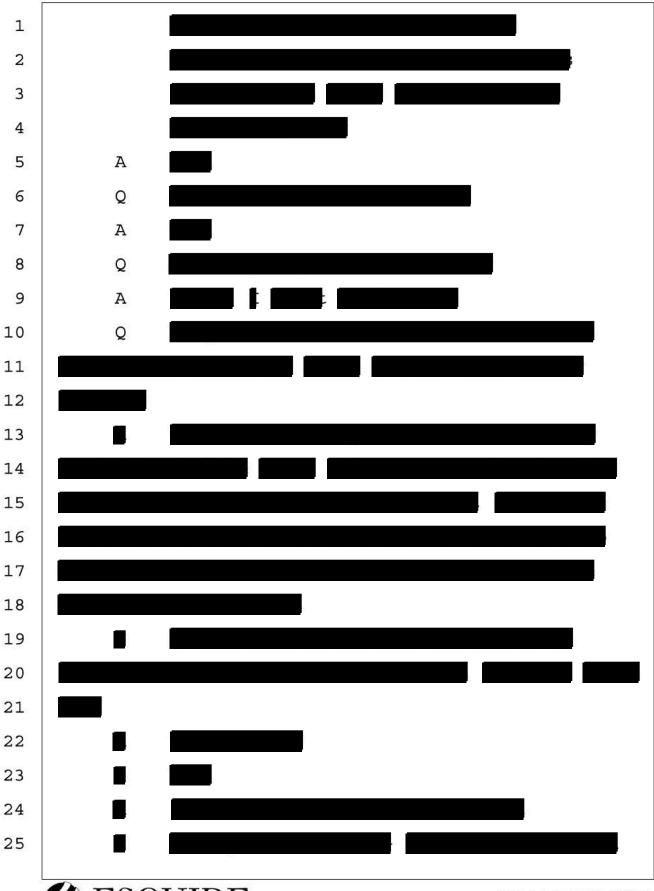


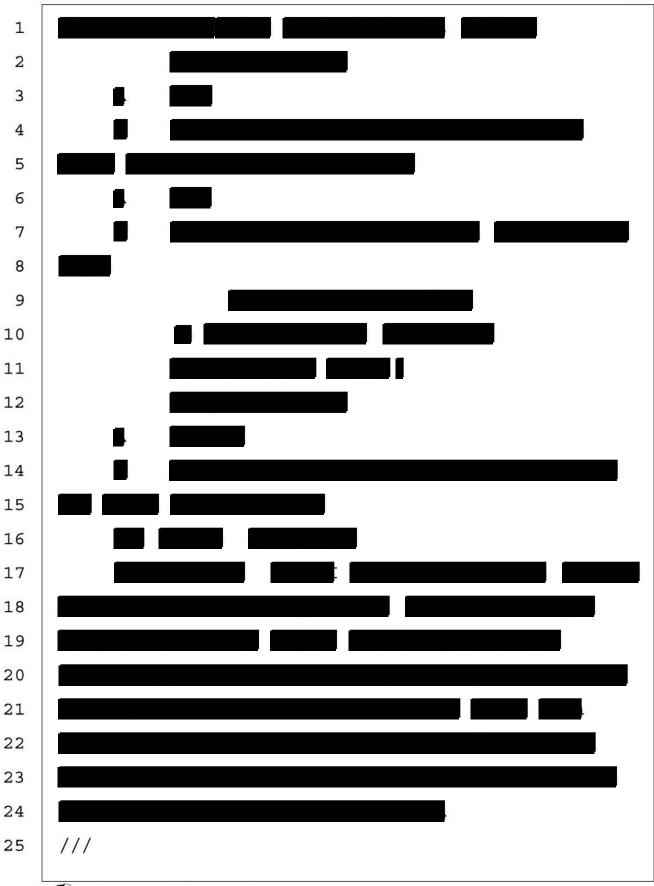
1	Q	Krishnamohan?
2	A	Yes.
3	Q	That's K-r-i-s-h-n-a-m-o-h-a-n, first name
4	T-j-a-s.	Who is that, sir?
5	А	Tjas is one of our sales team members.
6	Q	Okay. He appears to be messaging you and
7	says "Zia	d quick im?"
8	A	Yes.
9	Q	You say sure. The third one he says:
10		"How much royalty do we pay Arm
11		(ball park) on client and server?"
12		Do you see that?
13	A	Yes.
14	Q	Then a few down from that you ask him
15	"What is	this for?" Do you see that?
16	A	Uh-huh.
17	Q	He says:
18		
19		
20		
21		
22	A	
23	Q	
24		
25		













1	BY MR. MUINO:
2	Q S S S S S S S S S S S S S S S S S S S
3	
4	MR. BRALY: Objection.
5	THE WITNESS: Yes.
6	BY MR. MUINO:
7	Q
8	
9	A Yes.
10	MR. MUINO: I'm going to mark as Exhibit 39 a
11	document with the number QCARM_221912.
12	(Plaintiff's Exhibit 39 was marked
13	for identification by the deposition officer and is
14	attached hereto.)
15	BY MR. MUINO:
16	Q Mr. Asghar, do you see this is an e-mail
17	chain from November of 2022?
18	A Yes.
19	Q And you are a participant in this e-mail
20	chain?
21	A Uh-huh.
22	Q The subject is "Arm's Impact on
23	hyperscalers."
24	Do you see that?
25	A Yes.



1	Q Let's go to page 2. The oldest e-mail in
2	the chain is from Jim Thompson on November 20th,
3	2022.
4	Do you see that?
5	A Yes.
6	Q It starts out by saying:
7	"It seems clear that Masa is
8	planning on massive price increases
9	for TLA based Arm processors across
10	the board."
11	The reference to Masa there, do you
12	understand what that refers to?
13	MR. BRALY: Objection.
14	THE WITNESS: Yes.
15	BY MR. MUINO:
16	Q Who is that?
17	A I believe the head of SoftBank.
18	Q Is that Masayoshi Son?
19	A Yes.
20	Q Is Mr. Thompson to your knowledge accurate
21	that Arm was planning price increases as stated in
22	this sentence?
23	A We had gotten quotes from Arm so, yes, he
24	was on that.
25	Q In the second paragraph he says:



1	"What this means: No. 1, I
2	think there could be a resurgence of
3	demand for CPU designers and we
4	could become a target."
5	Do you see that?
6	A Yes.
7	Q Do you have an understanding of what he
8	meant?
9	MR. BRALY: Objection.
10	THE WITNESS: Just meant that we have a very
11	good CPU team and this is a skill that's in demand.
12	BY MR. MUINO:
13	Q So he was flagging that Qualcomm CPU
14	designers could be hired away by someone else?
15	A Possibly.
16	Q At the bottom he says:
17	"Is this crazy? Does this
18	change how we should think about
19	both and our CPU team?"
20	Did you understand what he was referring
21	to?
22	A It's not clear to me.
23	Q The price increases that he's describing
24	in this e-mail, did that change Qualcomm's thinking
25	with respect to the SOC?



1	A No, because was for the server
2	space, but he's talking about, I think, just in
3	general.
4	Q He refers here to right, with an
5	"i"?
6	A Yeah, I don't quite understand what he
7	means.
8	Q All right. Let's take a break.
9	THE VIDEOGRAPHER: Off the record at 4:38 p.m.
LO	(A recess was taken from 4:38 p.m. to
L1	4:49 p.m.)
L2	THE VIDEOGRAPHER: On the record at 4:49 p.m.
L3	BY MR. MUINO:
L4	Q Mr. Asghar, thank you for your time today.
L5	I have no further questions.
L6	A Thank you.
L7	MR. BRALY: I have no questions for the
L8	witness.
L9	THE VIDEOGRAPHER: This concludes today's
20	proceedings. We're off the record 4:49 p.m.
21	(The deposition session was adjourned at
22	4:49 p.m.)
23	
24	
2.5	



1	CERTIFICATE		
2			
3	STATE OF CALIFORNIA )		
4	COUNTY OF ORANGE )		
5			
6	I, KIMBERLY C. REICHERT, holder of Certificate		
7	Number CSR 10986, issued by the Court Reporters Board of		
8	California, do hereby certify that I was authorized to		
9	and did report said remote teleconference deposition in		
10	stenotype; and that the foregoing pages are a true and		
11	correct transcription of my shorthand notes of said		
12	remote teleconference deposition.		
13	I further certify that said remote		
14	teleconference deposition was taken at the time and		
15	place hereinabove set forth and that the taking of		
16	said remote teleconference deposition was commenced		
17	and completed as hereinabove set out.		
18	I further certify that I am not attorney or		
19	counsel of any of the parties, nor am I a relative or		
20	employee of any attorney or counsel of any party		
21	connected with the action, nor am I financially		
22	interested in the action.		
23	The foregoing certification of this transcript		
24	does not apply to any reproduction of the same by any		
25	means unless under the direct control and/or direction		



November 08, 2023 



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2				
3	Our Assignment No. J10465669			
4	Case Caption: ARM LTD. vs. QUALCOMM INC., ET AL.			
5				
6				
7				
8	DECLARATION UNDER PENALTY OF PERJURY			
9				
10	I ZIAD ASGHAR,			
11	declare under penalty of perjury that I have read the			
12	entire transcript of my Deposition taken in the			
13	captioned mater or the same has been read to me, and the			
14	same is true and accurate, save and except for changes			
15	and/or corrections, if any, as indicated by me on the			
16	DEPOSITION ERRATA SHEET hereof, with the understanding			
17	that I offer these changes as if still under oath.			
18	Signed on the day of			
19	, 20			
20				
21				
22	ZIAD ASGHAR			
23				
24				
25				



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25	Witness		



# Exhibit 12

# Arm<sup>®</sup> Architecture Reference Manual for A-profile architecture



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(LES-PRE-20349 version 21.0)

In this document, where the term Arm is used to refer to the company it means "Arm or any of its affiliates as appropriate".



The term Arm can refer to versions of the Arm architecture, for example Armv8 refers to version 8 of the Arm architecture. The context makes it clear when the term is used in this way.

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#### Product Status

The information in this document is final, that is for a developed product.

The information in this manual is at EAC quality, which means that all features of the specification are described in the manual.

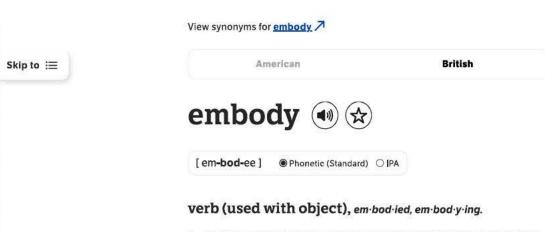
This document includes the A-profile system registers, instructions and pseudocode corresponding to the 2022-12 version of the A-profile XML published on developer.arm.com. The register descriptions relating to feature FEAT\_MEC are at Alpha quality. Alpha quality means that most major features of the specification are described in the manual, some features and details might be missing.

#### Web Address

http://www.arm.com

# Exhibit 13





- to give a concrete form to; express, personify, or exemplify in concrete form: to embody an idea in an allegorical painting.
- 2 to provide with a <u>body</u> incarnate; make corporeal: to embody a spirit.
- 3 to collect into or include in a body; <u>organize</u>; <u>incorporate</u>.
- 4 to embrace or comprise.





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#### Other Words From

- · em·bod·i·er noun
- pre-em-bod-y verb (used with object) preembodied preembodying

Privacy - Terms

• re-em-bod-y verb (used with object) reembodied reembodying

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#### **Word History and Origins**

#### Origin of embody1

First recorded in 1540-50; em-1 + body

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### **Example Sentences**

Rambeau completely embodies the spirit of Captain Marvel with her commanding presence and that's why Parris' portrayal of her has so rapidly grabbed the attention of viewers week after week.

From Essence.com

That's also a very sexy trope that girls don't necessarily get to embody.

From Vox

In the dark days of the Second World War, he fought for freedom, and in the face of the country's deepest postwar crisis, he united us all, he cheered us all up, and he embodied the triumph of the human spirit.

From Washington Post

Instead of worrying about her own pain or concerns, she explains that this connection to Jennifer and the chance to embody the action of giving helped her get out of her own head and into her heart.

From Time

Both species, he insists, are singularly embodied in Vladimir Putin.

From Time

Long before rehearsals began, Sharp started to embody Christopher.

From The Daily Beast

When it came to casting Escobar, Di Stefano had to find a strong actor who could embody the brutality of the late kingpin.

From The Daily Beast

It was oh-so subtle, but he began to embody his grandfather and his father.

From The Daily Beast

We can never know the degree to which these women actively choose to embody this ideal, or how "real" it may or may not be.

From The Daily Beast

Without the tension between good and evil—and without protagonists to embody that moral polarity—a lesser show would go slack.

From The Daily Beast

How much of the imagination, how much of the intellect, evaporates and is lost while we seek to embody it in words!

From Project Gutenberg

Advertisement

They embody in themselves the uppermost thought of the era that was dawning when they were written.

From Project Gutenberg

The "principles of 1907" embody the doctrine of a mutual obligation between the individual and the community.

From Project Gutenberg

Stated, it reads: All persons who embody noble thoughts in verse form are poets.

From Project Gutenberg

That widespread enchantment seemed to concentre and embody itself mysteriously in her; she became its living manifestation.

From Project Gutenberg

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#### **Related Words**

- demonstrate
- epitomize
- exemplify
- exhibit
- express
- illustrate
- incorporate
- manifest
- mirror
- personify
- realizestand for
- symbolize
- typify

WORD OF THE DAY (1)

AUGUST 06, 2024

ZARZUEÍA

[zahr-zwey-luh]

Meaning and examples

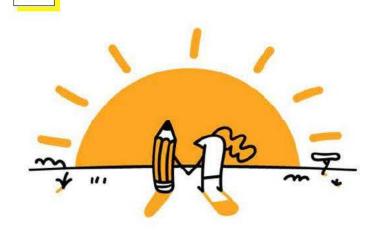
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Q: Which reptile gets its name from the Spanish word for "the lizard" (making it THE reptile to watch out for)?

crocodile

alligator

iguana

Take the full quiz.

Go to all quizzes



#### Browse

# Aa Bb Cc Dd Ee Ff Gg Hh li Jj Kk Ll Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz

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# Exhibit 14

Ann Chaplin General Counsel and Corporate Secretary Qualcomm Incorporated 5775 Morehouse Drive San Diego, CA 92121



29 April 2022

Dear Ann:	
Thank you for your April 1, 2022, response to Arm's termination letters, includir certification. Consistent with Arm understands that the	as well.
Given your position that unspecified preservation obligations preclude  (as defined by the relevant agreements), Arm will proce any (as defined) in its possession. Nonetheless, to reach out to you to understand the nature of the material that is being preserved.	we will ask our attorneys
Sincerely.	

cc: Gerard Williams III, NuVia

Cambridge, CB1 9NJ, United Kingdom

Spencer Collins Arm Limited 110 Fulbourn Road

CONFIDENTIAL QCARM\_2429057

# Exhibit 15

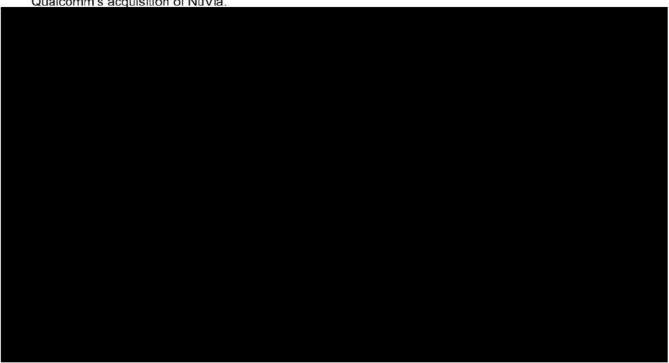
Ann Chaplin General Counsel and Corporate Secretary Qualcomm Incorporated 5775 Morehouse Drive San Diego, CA 92121



2 August 2022

Dear Ann,

We write further regarding our concerns that Qualcomm is not appreciating the consequences of its invasion of Arm's rights in connection with Qualcomm's impermissible attempt to assign NuVia's ALA following Qualcomm's acquisition of NuVia.



Despite the parties' agreement that the NuVia ALA has been terminated, Qualcomm has repeatedly stated that it intends to market products implementing NuVia technology. But after termination, Qualcomm is not authorized to make, use, sell, or import a product incorporating

Use of the NuVia designs or violates the license agreement and any resulting products will not be protected by any existing license agreement. Neither Qualcomm nor its customers are licensed to use any part of Arm's broad intellectual property portfolio with respect to such products. Arm will use all necessary means to protect its legal rights.

Sincerely,

Spencer Collins Arm Limited

110 Fulbourn Road

Cambridge, CB1 9NJ, United Kingdom

cc: Gerard Williams III, NuVia